

BEFORE
THE PUBLIC SERVICE COMMISSION OF
SOUTH CAROLINA
DOCKET NO. 2019-336-T - ORDER NO. 2020-53

FEBRUARY 5, 2020

IN RE:	Application of Elite Movers, LLC for a Class)	ORDER GRANTING
	E (Household Goods) Certificate of Public)	CLASS E CERTIFICATE
	Convenience and Necessity for Operation of)	WITH STATEWIDE
	Motor Vehicle Carrier)	AUTHORITY

This matter comes before the Public Service Commission of South Carolina (“Commission”) on the Application of Elite Movers, LLC (“Applicant” or “Elite Movers”) for a Class E (Household Goods) Certificate of Public Convenience and Necessity (“CPC&N”). Applicant seeks a CPC&N with authority to move household goods throughout the state. Notice of this Application was timely published pursuant to S.C. Code Ann. Regs. 103-132 on November 4, 2019. No person intervened as a party of record, and a hearing on the Application was held on January 15, 2020.

The parties at the hearing were the Applicant, represented by Charles L.A. Terreni, Esquire, and the Office of Regulatory Staff (“ORS”), represented by Jenny R. Pittman, Esquire, and Christopher Huber, Esquire.

Elite Movers called its President, Jamol Greene, as a witness. Mr. Greene is the sole member and organizer of Elite Movers. Mr. Greene believes South Carolina’s rapid population growth will provide an opportunity for his household goods moving business. Mr. Greene plans to reach customers by word of mouth, advertising in newspapers, social

media outlets, and search engine optimization. Applicant is exempt from having a safety rating from the U.S. Department of Transportation.

Mr. Greene testified that there are no complaints or judgments against him or Elite Movers; he has adequate equipment and facilities to provide moving services; and he has adequate financial resources. Elite Movers has obtained appropriate insurance, as evidenced by the certificates introduced at the hearing. Applicant certified that it is familiar with and will comply with all applicable statutes and regulations governing household goods movers. Mr. Greene testified Elite Movers has purchased a truck and has two trained workers and plans to grow the business gradually over the next five years.

On January 9, 2020, Applicant moved to present shipper witness testimony by affidavit. The Commission granted this request by Order No. 2020-1H. Applicant offered the shipper witness affidavit testimony of Damon Blunt. Mr. Blunt, a real estate agent whose firm provides services throughout the state, testified South Carolina's housing market is strong. Mr. Blunt is frequently asked to recommend movers of household goods, and there is always a need for qualified movers, especially if the movers are dependable and experienced. Aff. ¶ 4. Mr. Blunt stated he "would like to have another company, such as Elite Movers, LLC, to recommend to people looking for moving services." *Id.*

ORS did not prefile testimony but submitted a letter to the Commission on January 14, 2020, stating that ORS "is of the opinion that the Applicant will meet the requirements of fit, willing and able as required of a Household Goods Mover under the provisions of S.C. Code Ann. Regs. 103-133 (2012)."

The Commission finds Elite Movers has demonstrated that it is fit, willing, and able to operate as a household goods mover under S.C. Code Ann. § 58-23-330 and S.C. Code Ann. Regs. 103-133. We also find that the public convenience and necessity is not already being served by an existing authorized service. Therefore, the Application of Elite Movers, LLC should be granted.

IT IS THEREFORE ORDERED:

1. The Application of Elite Movers, LLC for a Class E (Household Goods) Certificate of Public Convenience and Necessity is approved for the Applicant to transport household goods to points and places throughout the state.

2. The final Tariff and Bill of Lading are approved and attached hereto as Order Exhibit 1.

3. The Applicant shall file with the Office of Regulatory Staff the proper insurance, safety rating, and other information required by S.C. Code Ann. Section 58-23-10 *et. seq.*, as amended, and by S.C. Code Ann. Regs. 103-100 through 103-241 of the Commission's Rules and Regulations for Motor Carriers, and S.C. Code Ann. Regs. 38-400 through 38-503 of the Department of Public Safety's Rules and Regulations for Motor Carriers, as amended, within ninety (90) days of the date of this Order, or within such additional time as may be authorized by the Commission.

4. Upon compliance with S.C. Code Section 58-23-10 *et seq.*, and the applicable regulations for motor carriers, a Certificate will be issued by the Office of Regulatory Staff authorizing the motor carrier services granted herein.

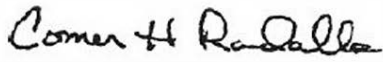
5. The motor carrier's services authorized by this Order will not be provided prior to compliance with the above-referenced requirements and receipt of a Certificate.

6. Failure of the Applicant to either (1) complete the certification process by complying with the Office of Regulatory Staff requirements of causing to be filed with the Commission proof of appropriate insurance and an acceptable safety rating within ninety (90) days of this Order or (2) to request and obtain from the Commission additional time to comply with the requirements stated above, will cause this Order granting the Application to be null and void, and the Application shall be dismissed without prejudice. In this event, no further order of this Commission is necessary.


7. Under the two-month reporting requirement continued in Order No. 2014-443 (May 21, 2014), the ORS is requested to furnish the name and docket number of the Applicant to the Commission should the Applicant fail to meet the requirements of the present Order. If such notification is provided, the docket will be closed.

8. This Order shall remain in full force and effect until further order of the Commission.

BY ORDER OF THE COMMISSION:

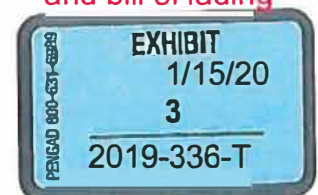

Comer H. "Randy" Randall, Chairman

ATTEST:


Jocelyn Boyd, Chief Clerk/Executive Director

**REGULATIONS AND SCHEDULE OF CHARGES APPLICABLE TO
CERTAIN INTRASTATE HOUSEHOLD GOODS MOVES WITHIN THE
STATE OF SOUTH CAROLINA**

Final proposed tariff
and bill of lading



Elite Movers, LLC

South Carolina Household Goods Tariff

TABLE OF CONTENTS

Title Page	1
Table of Contents	2
Applicability of Tariff	3
<u>SECTION 1</u>	4
1.0 Transportation Charges	4
1.1 Hourly Rates and Charges	4
1.2 Office Hours / Minimum Hourly Charges	5
<u>SECTION 2</u>	5
2.0 Additional Services	5
2.1 Bulky Article Charges	5
2.2 Elevator or Stair Carry	5
2.3 Excessive Distance or Long Carry Charges	6
2.4 Pick Up and Delivery	6
2.5 Packing and Unpacking	6
2.6 Piano Charges	6
2.7 Articles, Special Servicing	6
2.8 Waiting Time	6
<u>SECTION 3</u>	
3.0 Rules and Regulations	6
3.1 Claims	6
3.2 Computing Charges	7
3.3 Governing Publications	7
3.4 Bill of Lading, Contract Terms, Conditions	7
3.5 Items of Particular Value	8
3.6 Delays	8

Elite Movers, LLC
South Carolina Household Goods Tariff

Applicability of Tariff

This tariff contains the regulations and rates applicable to the provision of intrastate household goods moved by Elite Movers, LLC. These services are furnished between points and places in the State of South Carolina.

Elite Movers, LLC

South Carolina Household Goods Tariff

SECTION 1

1.0 Transportation Charges

Transportation Charges are included the hourly rates as listed below on all within a 40-mile radius. All moves outside the radius will calculate a travel charge as listed below in section listed Travel Fees.

1.1 Hourly Rates and Charges

Moves will be conducted on a "straight time" basis, with a minimum charge as set out below, plus actual travel time if exceeding 40-mile radius of our office. **There is a required two-hour minimum. Jobs that take less than 2 hours to complete will still be charged for 2 hours of labor.** The clock starts at the appropriate hourly rate when the movers arrive at the client's house. The clock stops once the truck is completely emptied. Time is calculated in quarter hour intervals after the two-hour minimum. Elite Movers, LLC's rates are the same 7 days of the week and regardless of season.

- There is a required minimum charge of \$240 for Two Men and a Truck.
- There is a required minimum charge of \$320 for Three Men and a Truck.
- There is a required minimum charge of \$480 Four Men & Two Truck.
- There is a required minimum charge of \$640 Six Men & Two Truck.

ADDITIONAL HOURLY CHARGES AFTER 2-HOUR MINIMUM

<u>Number of Movers</u>	<u>Rates</u>
<u>Two Men and a Truck</u>	\$90.00
<u>Three Men and a Truck</u>	\$120.00
<u>Four Men and Two Trucks</u>	\$180.00
<u>Six Men and Two Trucks</u>	\$240.00

*** Any additional movers(s) will be billed at an additional \$30.00 per hour.**

These rates include:

- 26-foot box truck;
- Two experienced moving technicians;
- Dollies;
- Furniture Protection/Padding (padding must be returned at completion of move or a charge \$10 per pad will be applied)
- Shrink Wrap;
- All the essential tools needed to assure the move is done with excellence;
- Disassembly/reassembly (Included if needed)

Elite Movers, LLC South Carolina Household Goods Tariff

Travel fees will be calculated based upon the distance in miles from our truck lot to the client's address, the end destination, and back to our truck lot. Example:

- \$1.50 x total miles = Travel fee for truck jobs. Applied after exceeding 40-mile radius
- \$.75 x total miles = Travel for non-truck jobs. Applied after exceeding 40-mile radius

Overnight Storage Fees: \$150.00 per night, per truck. Packing/unpacking jobs will follow the one truck hourly rate as listed above. **(Three Day maximum overnight storage limit other accommodations must be made thereafter)**

Additional Fee for Heavy Items: An additional fee of \$50 will be charged for each item weighing more than 300lbs (for example, gun safes and pianos). Notification of these items is required in advance, and Elite Movers, LLC reserves the right to refuse to move such items.

Other: Elite Movers, LLC may refuse to move certain items, such as grand pianos, pool tables, and other items, if they pose a high risk of injury or liability.

SECTION 2

2.0 ADDITIONAL SERVICES

The following charges shall be assessed in addition to the hourly rates quoted in Section 1 of this tariff, in connection with a move involving additional items:

2.1 Elevator or Stair Carry

Elite Movers, LLC does not charge an additional fee for elevator or stair carry, except as specified in Section 2.1 above.

2.2 Excessive Distance or Long Carry Charges

Elite Movers, LLC does not charge an additional fee for carrying articles an excessive distance to or from the motor vehicle.

Elite Movers, LLC South Carolina Household Goods Tariff

2.3 Pick Up and Delivery

Elite Movers, LLC does not charge an additional fee for making additional pick-ups or deliveries after the initial stop.

2.4 Packing and Unpacking

2.4.1 Elite Movers, LLC does not charge an additional fee for packing and unpacking. The packing rate is the same as the hourly rate listed in Section 1, plus the market price of packing materials, including sales tax on the materials.

2.4.2 Elite Movers, LLC is not responsible for items packed by the customer. Elite Movers, LLC will repack in moving boxes and or any totes that are not taped, sealed or without proper lid. Boxes containing fragile or breakable items must be properly labeled. Elite Movers, LLC reserves the right to decline any moves consisting of extremely large or fragile items.

2.5 Articles, Special Servicing

The rates and charges in this tariff do not include servicing or connection of appliances such as freezers, refrigerators, computer equipment, washers, dryers, televisions, and similar articles. Nor does Elite Movers LLC. do any hanging, mounting, or unmounting of items on walls, ceilings and etc..

2.6 Waiting Time

The customer is charged the rates specified in Section 1 for all waiting time or delays which are not the fault of Elite Movers, LLC

SECTION 3

3.0 RULES AND REGULATIONS

3.1 Claims

3.1.1 All claims for loss, damage or overcharge must be written and should be attached to the Bill of Lading.

Elite Movers, LLC South Carolina Household Goods Tariff

- 3.1.2** Claimant must notify carrier of all claims for concealed damage within 10 days of the move. Elite Movers, LLC must be given reasonable opportunity to inspect damaged items.
- 3.1.3** Although our movers will be careful with your possessions, from time to time damages may occur. If damages are caused by our service, Elite Movers, LLC reserves the right to repair the damage(s) in question. If we determine that damages cannot be repaired, we reserve the right to either replace or compensate (actual cash value) for the damage. If there is damage, notify Elite Movers, LLC immediately. They will complete a Damage Report before they leave your site. If you discover damage after the move, call the office within 10 days of your move. No damage claims will be honored until the charges for moving services are paid in full. You will be asked to sign a Release of Liability acknowledging this.
- 3.1.4** In consideration of the rate charged it is mutually agreed and understood that the liability of Elite Movers, LLC with respect to loss and/or damage of the consigned goods is limited to 60 cents per pound. Elite Movers, LLC shall not be liable in any event for any special or consequential damages including but not limited to loss of profits, income utility or market whether or not Elite Movers, LLC had knowledge that such damage might be incurred.

3.2 Computing Charges

Elite Movers, LLC rates are computed by multiplying the applicable hourly rate by the time as provided in Section 1.

3.3 Governing Publications

Elite Movers, LLC rates and charges are governed by the terms and conditions of this tariff, and the Rules and Regulations of the South Carolina Public Service Commission.

3.4 Items of Particular Value

Elite Movers, LLC does not assume any liability whatsoever for documents, currency, credit cards, jewelry, watches, precious stones or articles of extraordinary value including accounts, bills, deeds, evidences of debt, securities, notes, postage stamps, stamp collections, trading stamps, revenue stamps, letters or packets of letters, alcoholic beverages, perishable items, aerosols & combustible chemicals, firearms, coin collections, articles of peculiarly inherent or intrinsic value, precious metals or articles manufactured there from. Elite Movers, LLC will not accept responsibility for safe delivery of such articles if they come into Elite Movers, LLC's possession with or without Elite Movers, LLC's knowledge.

Elite Movers, LLC South Carolina Household Goods Tariff

3.5 Bill of Lading, Contract Terms, and Conditions

Each customer will be provided with a copy of Elite Movers, LLC's Bill of Lading. The terms and conditions of the Bill of Lading, attached hereto, are hereby incorporated by reference.

3.6 Delays

Elite Movers, LLC shall not be liable for any delays in transporting household goods resulting from an act of God or fault or neglect of any unforeseen entities.

PSC

ELITE MOVERS, LLC
6486 DORCHESTER ROAD
N. CHARLESTON, S.C. 29418
TEL. (843) 695-9979

Order Exhibit 1
Docket No. 2019-336-T
Order No. 2020-53
February 5, 2020
Page 9 of 10

IN CASE OF NEED: CONTACT TRAFFIC CONTROL MGR AT ABOVE ADDRESS OR TELEPHONE NUMBER

REFER TO THIS REG. NO.

SHIPPER
ADDRESS
FLOOR ELEV. TEL.
CITY STATE

CONSIGNEE TO
ADDRESS
FLOOR ELEV. TEL.
CITY STATE

NOTIFICATION OF WEIGHT & CHARGES

SHIPPER REQUESTS NOTIFICATION OF ACTUAL
WEIGHT & CHARGES TO PARTY SHOWN BELOW
NOTIFY TEL.
ADDRESS

PREFERRED DELIVERY DATE(S)
OR PERIODS OF TIME

ALL CHARGES ARE TO BE PAID IN CASH, MONEY ORDER, OR
CERTIFIED CHECK BEFORE CARRIER DELIVERS OR RELINQUISHES
POSSESSION UNLESS INDICATED BY CARRIER. PERSONAL CHECK
WILL NOT BE ACCEPTED.

RECEIVED
SUBJECT TO

ROUTING

GENERAL
CONDITIONS:

RATES, RULES AND REGULATIONS IN

TARIFF SEC.

INVOICING

GOVT. BILL No.
BILL CHARGES TO

THIS SHIPMENT WILL MOVE SUBJECT TO
THE RULES AND CONDITIONS OF THE CARRIER
& TARIFF. ALL TERMS PRINTED OR
STAMPED HEREON OR ON THE REVERSE
SIDE HEREOF, SHIPPER HEREBY RELEASES
THE ENTIRE SHIPMENT TO A VALUE NOT
EXCEEDING THE CARRIER'S LI-
ABILITY FOR LOSS AND DAMAGE WILL BE .60
PER LB. PER ARTICLE UNLESS A GREATER
AMOUNT IS SPECIFIED BY THE SHIPPER.

SIGNED _____ Date _____
Shipper

TIME RECORD

START _____
FINISH _____

AM AM Customers Initials
PM PM Customers Initials

JOB HOURS _____
TRAVEL TIME _____
TOTAL HOURS _____

TRANSPORTATION SERVICES
HOURLY CHARGE

STRAIGHT TIME

VM08(B) MEN HOURS AT \$ PER HR.

OVERTIME SERVICES

VM08(B) MEN HOURS AT \$ PER HR.

TRAVEL TIME HOURS at \$

OTHER CHARGES

OTHER CHARGES

PACKING

INSURANCE

TOTAL

DATE DELIVERED

DRIVER

WEIGHT AND SERVICES

D SPACE RES. CU.

EXPEDITED SERVICE ORDERED BY SHIPPER DELIVERED ON OR BEFORE

EXCL. USE OF VEH. CU.

GROSS TARE NET RATE CHARGE

TRANSPORTATION MILES

ADDTL. LIAB. CHG. (PER SHIPMENT CHARGE)

ADDTL. TRANS. (SURCHARGE) ORIG. DEST.

EXTRA PICKUPS OR DELIVERIES: NO. BY

AT

EXCESSIVE CARRY ELEVATOR STAIRS

PIANO HANDLING: OUT IN HOIST

ADDTL. LABOR MEN FOR MAN HOURS

WAREHOUSE HANDLING

TRANSIT STORAGE: FROM TO

S.I.T. VALUATION CHARGE

APPLIANCE SERVICES

ORIGIN DUE

DEST. DUE

OTHER CHARGES

CARTAGE: TO WHSE FROM WHSE ORIG DEST MI QUANTITY

BARRELS 5

CARTONS LESS THAN 1 1/2

CARTONS 1 1/2

CARTONS 3

CARTONS 4 1/2

CARTONS 6

CRIB MATTRESS

WARDROBES (USE OF)

MATTRESS CARTON NOT EXCEEDING 39 x 75

MATTRESS CARTON NOT EXCEEDING 54 x 75

MATTRESS CARTON EXCEEDING 54 x 75

CRATES MIRROR CARTONS

TOTAL PACKING

TOTAL CHARGES CHGE PPD C.O.D. DGBL TOTAL CHARGES

PREPAYMENT: COLLECTED BY

BALANCE DUE: COLLECTED BY

DELIVERY ACCEPTED BY SHIPMENT WAS RECEIVED IN GOOD CONDITION EXCEPT AS NOTED ON INVENTORY, AND SERVICES
ORDERED WERE PERFORMED

REC'D FOR STORAGE WAREHOUSE

BY PER DATE

CONTRACT TERMS AND CONDITIONS

Order Exhibit 1
Docket No. 2019-336-T
Order No. 2020-53
February 5, 2020
Page 10 of 10

Sec. 1. (a) The carrier or party in possession of any of the property herein described shall be liable as at common law for any loss thereof or damage thereto, except as hereinafter provided.

(b) No carrier or party in possession of all or any of the property herein described shall be liable for any loss thereof or damage thereto or delay caused by the act of God, the public enemy, the acts of public authority, quarantine, riots, strikes, perils of navigation the act or default of the shipper or owner, the nature of the property or defect or inherent vice therein. Except in case of negligence of the carrier or party in possession, no carrier or party in possession of all or any of the property herein described shall be liable for the loss or damage thereto or responsible for its condition, operation or functioning, whether or not such property or any part of it is packed, unpacked, or packed and unpacked by the shipper or its agent or the carrier or its agent. Except in case of negligence of the carrier or party in possession, no carrier or party in possession of all or any of the property herein described shall be liable for damage to or loss of contents of pieces of furniture, crates, bundles, cartons, boxes, barrels or other containers unless such contents are open for the carrier's inspection and then only for such articles as are specifically listed by the shipper and receipted for by the carrier or its agent.

(c) Except in case of negligence of the carrier or party in possession, the carrier or party in possession of any of the property herein described shall not be liable for delay caused by highway obstruction, or faulty or impassable highway, or lack of capacity of any highway, bridge, or ferry, or caused by breakdown or mechanical defect of vehicles or equipment.

(d) Except in case of negligence of the carrier or party in possession, the carrier or party in possession shall not be liable for loss, damage, or delay occurring while the property is stopped and held or stored in transit upon request of the shipper, owner, or party entitled to make such request, whether such request was made before or after the carrier comes into possession of the property.

(e) In case of quarantine, the property may be discharged at the risk and expense of the owners into quarantine depot or elsewhere, as required by quarantine regulations, or authorities, and in such case, carrier's responsibility shall cease when the property is so discharged, or property may be returned by carrier at owner's expense to shipping point earning charges both ways. Quarantine expenses of whatever nature or kind upon or in respect to property shall be borne by the owners at the property or at a lien thereon. The carrier shall not be liable for loss or damage occasioned by fumigation or disinfection or other acts done or required by quarantine regulations or authorities, even though the same may have been done by carrier's officers, agents, or employees, nor for detention, loss, or damage of any kind occasioned by quarantine or the enforcement thereof. No carrier shall be liable, except in case of negligence, for any mistake or inaccuracy in any information furnished by the carrier, its agents, or officers, as to quarantine laws or regulations. The shipper shall hold the carriers harmless from any expense they may incur or damages they may be required to pay, by reason of the introduction of the property covered by this contract into any place against the quarantine laws or regulations in effect at such place.

Sec. 2. (a) No carrier is bound to transport said property by any particular schedule, vehicle, train or vessel or otherwise than with reasonable dispatch. Every carrier shall have the right in case of physical necessity to forward said property by any carrier or route between the point of shipment and the point of destination. In all cases not prohibited by law, where a lower value than actual value has been represented in writing by the shipper or has been agreed upon in writing as the released value of the property as determined by the classification or tariffs upon which the rate is based, such lower value shall be the maximum amount to be recovered, whether or not such loss or damage occurs from negligence.

(b) As a condition precedent to recovery, claims must be filed in writing with the receiving or delivering carrier, or carrier issuing this bill of lading, or carrier in possession of the property when the loss, damage, injury or delay occurred within 10 days after delivery of the property (or in case of export traffic, within nine months after delivery at port of export) or, in case of failure to make delivery, then within nine months after a reasonable time for delivery has elapsed; and suits shall be instituted against any carrier only within two years and one day from the day when notice in writing is given by the carrier to the claimant that the carrier has disallowed the claim or any part or parts thereof specified in the notice. Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, no carrier hereunder shall be liable and such claims will not be paid.

(c) Any carrier or party liable on account of loss or damage to any of said property shall have the full benefit of any insurance that may have been effected upon or on account of said property so far as this shall not avoid the policies or contracts of insurance; provided that the carrier reimburse the claimant for the premium paid thereon.

Sec. 3. Except where such service is required as the result of carrier's negligence, all property shall be subject to necessary cooperation, packing and repacking at owner's cost.

Sec. 4. (a) Property not received by the party entitled to receive it within the free time (if any) allowed by tariffs lawfully on file (such free time to be computed as therein provided) after notice of the arrival of the property at destination or at the port of export (if intended for export) has been duly sent or given, and after placement of the property for delivery at destination, or at the time tender of delivery of the property to the party entitled to receive it or at the address given for delivery has been made, may be kept in vehicle, warehouse or place of business of the carrier, subject to the tariff charge for storage and to carrier's responsibility as warehouseman, only, or at the option of the carrier, may be removed to and stored in a warehouse at the point of delivery or at other available points, at the cost of the owner, and there held without liability on the part of the carrier, and subject to a lien for all transportation and other lawful charges, including a reasonable charge for storage. In the event the consignee can not be found at the address given for delivery, then in that event, notice of the placing of such goods in warehouse shall be left at the address given for delivery and mailed to any other address given on the bill of lading for notification, showing the warehouse in which such property has been placed, subject to the provisions of this paragraph.

(b) Where nonperishable property which has been transported to destination hereunder is refused by consignee or the party entitled to receive it upon tender of delivery, or said consignee or party entitled to receive it fails to receive it or claim within 15 days after notice of arrival of the property at destination shall have been duly sent or given, the carrier may sell the same at public auction to the highest bidder, at such place as may be designated by the carrier; provided, that the carrier shall have first mailed, sent, or given to the consignor notice that the property has been refused or remains unclaimed, as the case may be, and that it will be subject to sale under the terms, of the bill of lading if disposition be not arranged for, and shall have published notice containing a description of the property, the name of the party to whom consigned, and the time and place of sale, once a week for two successive weeks, in a newspaper of general circulation at the place of sale or nearest place where such newspaper is published; provided, that 30 days shall have elapsed before publication of notice of sale after said notice that the property was refunded or remains unclaimed was mailed, sent, or given.

(c) Where perishable property which has been transported hereunder to destination is refused by consignee or party entitled to receive it, or consignee or party entitled to receive it shall fail to receive it promptly, the carrier may, in its discretion, to prevent deterioration or further deterioration, sell the same to the best advantage at private or public sale; provided, that if there be time for service of notification to the consignor or owner of the refusal of the property or the failure to receive it and request for disposition of the property, such notification shall be given, in such manner as the exercise of due diligence requires before the property is sold.

(d) Where the procedure provided for in the two paragraphs last preceding is not possible, it is agreed that nothing contained in said paragraphs shall be construed to abridge the right of the carrier at its option to sell the property under such circumstances and in such manner as may be authorized by law.

(e) The proceeds of any sale made under this section shall be applied by the carrier to the payment of advances, tariff charges, packing, storage, and any other lawful charges and the expense of notice, advertisement, sale, and other necessary expense and of caring for and maintaining the property, if proper care of the same requires special expense; and should there be a balance, it shall be paid to the owner of the property sold hereunder.

(f) Where the carrier is directed to load property from (or render any services at) a place or places at which the consignor or his agent is not present, the property shall be at the risk of the owner before loading.

Where the carrier is directed to unload or deliver property (or render any services) at the place or places at which the consignee or its agent is not present, the property shall be at the risk of the owner after unloading or delivery.

Sec. 5. No carrier hereunder will carry or be liable in any way for any documents, specie, or for any articles of extraordinary value not specifically rated in the published classification or tariffs unless a special agreement to do so and a stipulated value of the articles are endorsed hereon.

Sec. 6. Explosives or dangerous goods will not be accepted for shipment. Every party whether principal or agent shipping such goods shall be liable for and indemnify the carrier against all loss or damage caused by such goods and carrier will not be liable for safe delivery of the shipment.

Sec. 7. The owner or consignee shall pay the advances, tariff charges, packing and storage, if any, and all other lawful charges accruing on said property; but, except in those instances where it may lawfully be authorized to do so, no carrier shall deliver or relinquish possession at destination of the property covered by this bill of lading until all tariff rates and charges thereon have been paid. The consignor shall be liable for the advances, tariff charges, packing, storage and, all other lawful charges, except that if the consignor stipulates, by signature, in the space provided for that purpose on the face of this bill of lading that the carrier shall not make delivery without requiring payment of such charges and the carrier, contrary to such stipulation shall make delivery without requiring such payment, the consignor (except as hereinafter provided) shall not be liable for such charges; Provided, that, where the carrier has been instructed by the shipper or consignor to deliver said property to a consignee other than the shipper or consignor, such consignee shall not be legally liable for transportation charges in respect of the transportation of said property (beyond those billed against him at the time of delivery for which he is otherwise liable) which may be found to be due after the property has been delivered to him. If the consignee (a) is an agent only and has no beneficial title in said property, and, (b) prior to delivery of said property has notified the delivering carrier in writing of the fact of such agency and absence of beneficial title, and in the case of a shipment reconsigned or diverted to a point other than that specified in the original bill of lading, has also notified the delivering carrier in writing of the name and address of the beneficial owner of said property; and in such cases the shipper or consignor, or, in the case of a shipment so reconsigned or diverted, the beneficial owner, shall be liable for such additional charges. If the consignee has given to the carrier erroneous information as to who the beneficial owner is, such consignee shall himself be liable for such additional charges. Nothing herein shall limit the right of the carrier to require at time of shipment, the prepayment of the charges. If upon inspection it is ascertained that the articles shipped are not those described in this bill of lading, the advances or tariff charges must be paid upon the articles actually shipped.

Sec. 8. If this bill of lading is issued on the order of the shipper, or his agent, in exchange or in substitution for another bill of lading, the shipper's signature to the prior bill of lading as to the statement of value or otherwise, or election for common law or bill of lading liability, in or in connection with such prior bill of lading, shall be considered a part of this bill of lading as fully as if the same were written or made in or in connection with this bill of lading.

Sec. 9. Any alteration, addition or erasure in this bill at lading which shall be made without the special notation hereon of the agent of the carrier issuing this bill of lading shall be without effect and this bill of lading shall be enforceable according to its original tenor.